

**Station WYUU 92.5/MAXIMA
SPONSORSHIP AGREEMENT**

This agreement (the "*Agreement*") dated as of October __, 2014, is by and between CBS Radio Stations Inc. owner and operator of radio station WYUU(FM) ("*WYUU 92.5 FM*" or "*CBS Radio*"), 9721 Executive Center Drive, Suite 200, St. Petersburg, FL 33702 and the City of Clearwater, ("*Clearwater*" or "*City*"), P.O. Box 4786, Clearwater, FL 33758 with respect to advertising, promotional and sponsorship services for "MAXIMA'S Hispanic Heritage Concert" (the "*Event*") scheduled to take place on Sunday, October 12, 2014 at Coachman Park, downtown Clearwater, FL ("*Venue*").

1. **Term.** The term of this Agreement (the "*Term*") shall begin as of the date set forth above and continue through the later of conclusion of the last Event, which is currently scheduled for October 12, 2014 or the date on which all obligations of the parties set forth herein have been fulfilled. **Due to the promotional nature of this Agreement, the parties agree that this Agreement is firm and non-cancelable by Clearwater.**

2. **WYUU 92.5-FM Responsibilities.** WYUU 92.5 FM agrees that it shall be responsible for the following:
 - a. Assist the City with negotiating and securing talent to perform at the Event.
 - b. A minimum of (200):30 second recorded promotional announcements to air on WYUU 92.5 FM 8/13/14-10/1/14. Produced promotional announcements will acknowledge the City of Clearwater (or additional City sponsors as selected by City on a mutually agreeable rotation).
 - c. A minimum of (200):30 second live promotional announcements to air on WYUU 92.5 FM from 8/13/14-10/12/14.
 - d. Event details posted on WYUU 92.5 FM website www.925MAXIMA.com events page from 8/13/14-10/12/14.
 - e. Interview artists performing at the Event on WYUU 92.5 FM at a time to be determined.
 - f. Perform a Six (6) hour remote broadcast from the Event to encourage walk up ticket sales.
 - g. WYUU 92.5 FM will distribute materials (flyers, brochures, etc.) at other WYUU 92.5 FM events that take place in September. Materials to be provided to WYUU 92.5 FM by Clearwater, which are subject to WYUU 92.5 FM's approval, which shall not be unreasonably withheld or delayed.
 - h. Provide WYUU 92.5 FM logo to use on materials produced to promote the Event, provided however that such use shall be subject to WYUU 92.5 FM's approval, which shall not be unreasonably withheld or delayed.
 - i. Secure an in-kind food sponsor for the Zona Maxima & sponsor hospitality tents.

3. **Clearwater's Responsibilities.** Clearwater agrees that it shall be responsible for the following:
 - a. Recognize WYUU 92.5 FM as the exclusive media sponsor of the Event. WYUU 92.5 FM's status as exclusive media sponsor will appear on all marketing materials with WYUU 92.5 FM logo representation, provided however that such logo representation shall be subject to WYUU 92.5 FM's approval, which shall not be unreasonably withheld or delayed. In addition, WYUU 92.5 FM shall have the exclusive right to do on-site live broadcasts from the Venue; to have on air personalities emcee the Event; introduce artists and do on-stage announcements at the Event; to display radio station signage and banners and vehicle placement both on the stage and around the park both inside and outside the Venue the day of the Event; to distribute radio station promotional items including fans, stickers, t-shirts, etc. (no other radio station will be permitted to distribute any such items on the day of the Event at the Venue); and to hold private VIP " Meet and Greet's" with selected artists. Clearwater agrees that no other radio station shall be associated with the Event.
 - b. Coordinate with the artists' production/tour managers with respect to all advance work including without limitation artist riders. WYUU 92.5-FM's role in the Event is solely limited to what is set forth in this Agreement.
 - c. On-site logistics including stage set-up, sound set-up, and stage management.
 - d. Issuing payment for artists' performances, to include wiring deposits and cash balances.
 - e. Provide WYUU 92.5 FM with 150 passes to Zona Maxima for on-air giveaways and staff and 40 for WYUU 92.5 FM client sponsorship packages, with more as available as required by sponsorship packages for each day, Saturday & Sunday. If the number of VIP passes in sponsorship packages sold by WYUU 92.5 exceeds this amount, additional VIP passes to be provided to WYUU 92.5 for such sponsors free of charge upon mutual agreement between City and WYUU Radio.
 - f. Provide WYUU 92.5 FM with 500 general admission tickets for the Event at no charge.
 - g. Provide WYUU 92.5 FM with 100 parking passes for the Event at no charge. If the auto sponsorship is sold, additional parking passes to be provided free of charge upon mutual agreement between City and WYUU Radio.

- h. Include the WYUU 92.5 FM logo in all marketing materials produced. Include WYUU 92.5 FM in all newspaper advertisements placed. Approval on placement from WYUU 92.5 FM required prior to publication or distribution of any material that includes the WYUU 92.5 FM logo.
 - i. Include WYUU 92.5 FM and any WYUU 92.5-specified sponsors in the :30-second pre-recorded spot to be shown on continuous loop tape during stage breaks.
 - j. Provide WYUU 92.5 FM with 4 vendor general admission tickets for each booth sold into the Event by WYUU 92.5 FM. Set ticketing prices as follows: \$15 General Admission Advance, \$20 General Admission Day of show, \$70 Zona Maxima, \$75 Zona Maxima day of show, kids 10 and under free (general admission only).
 - k. Be solely responsible for all contracting and arrangements with licensed and bonded security and medical personal, including police personnel, in numbers sufficient to adequately cover the Event and meet any applicable license, permit or other municipal or state requirements.
 - l. Coordinating all ticket sales.
 - m. Collection of all ticket revenue and other applicable revenue.
 - n. Payment of all bills in connection with the Event.
 - o. Disbursement of all financial settlements for the Event, if any.
 - p. Secure all necessary federal, state and/or local licenses and permits required to hold the Event at the Venue, including but not limited to all permits and/or licenses required for the sale of alcoholic beverages.
 - q. Provide all necessary materials including ice and manpower for set-up and running alcohol sales, cashiers, set up and cleanup of the alcohol sales area and providing tents, tables, chairs and fencing of such area.
4. Fees/Revenues. The parties agree to the following:
- a. CBS Radio will retain 60% of all third party sponsorship Net Revenue, sold by CBS Radio to its clients, in association with the Event with the exception of the following categories: Beer, food vendors and those exhibitor booths set forth in 4(d), which are exclusive to Clearwater. Clearwater will receive 100% of the gross revenue from booths that Clearwater sells into the Event and sponsorships in the food and beer category. Net Revenue shall be defined as gross revenue from all third party sponsorships sold by CBS Radio less CBS Radio expenses (and/or client expenses incurred by City on behalf of CBS Radio and which have been preapproved in advance in writing by CBS Radio) and CBS Radio commissions.
 - b. CBS Radio shall receive \$4.25 per ticket sold for Event, verified by the ticketing agent (and if needed, an audit of ticket sales) *and the City of Clearwater will retain the balance of all Ticket Sales and be responsible to pay the sales tax on each ticket.*
 - c. CBS Radio shall pay 60% of any expenses related to tents, tables and chairs for WYUU 92.5-FM's third party sponsors that have been sold into the Event and 60% of expenses related to tents, tables and chairs for the Hospitality Area; provided however that CBS Radio must preapprove such expenses in writing.
 - d. Unless agreed to in writing, CBS Radio recognizes that Clearwater has exclusive rights to sell the following sponsors into the event: Wow! Cable, Great Bay/Budweiser, JJ Taylor Distributors, Tampa Bay Times, Embassy Limousines, Downtown Development Board, Costco, Coke, Brighthouse, Mugs on Missouri, Accessorize with Bass, ADT Security System, Affordable Travel and Tours, Aiko Aiko (Formerly Flashman's), All My Children Crafts, American Travel, Anaconda Sports, Angela's Purses, Any Collections Sunglasses, Bay Area Chiropractic Bay Area Remodelers Inc., Diamond Jim Toys, Dianetics, Emerald Coast Bungee, EZ Hang Chairs, Family Bounce, Flashman's Lights, Hammerhead's Seafood and Grill, Health Source Chiropractic, Healthy Start Pinellas, Herbal Wise, International Impulse, JoSy Creations, Just For Fun Airbrush Tattoos, Legendary Rhythm and Blues Cruise, Marcelino Robles Distributors, Mi Pueblito Fashion, Musical Caribe Inc., My Mariposa Designs, Phil Kutno Studios, Piano Lessons In Your Home, Inc., RDG Enterprises, RocoTraders, Rose and Crystal Inc., Smooth Music Cruise, Solid Inspiration Art/Publishing, Suncoast Sales, Tequila Latin Store, Tom Tom, Tommy Two Hats, Treasure Cove Ent., Tropical Scooters LLC, US Census Bureau, Verizon Wireless, VIP Sunglass Company, Worldwide Destination Services, YTB Creations, Florida Blood Services, Prodigy Culture Arts Program, Ruth Eckerd Hall, La Casa Latina, Randi Bling Jewelry, Hyatt Regency, Hilton Clearwater Beach, Sheraton Sand Key Resort, Risoldi Family Chiropractic, American General, Liberty Tax Service, Teak Furniture Gallery Affinity Arts, Billy The Tree, Blues Conspiracy, Caroline's Gems and Jewels, CoreHealth of Clearwater LLC, DreamStuff 2000, LLC, Enchanted Sunshine, Essentials By Paula, Glassy Lady Jewelry, Healthy Hoops, IdolsArt, Kat's Kandles & Krafts, La Casa Latina, Lex-USA Corp., MJ Designs, Natural Garden Soaps, Pirate Jonny's BBQ Rubs and Seasoning, LLC, Recycled Creations, Redneck Steak Beef Jerky, Simply Bella Bowtique, Synergy Spine & Health Center, Unique Nautical Art, Citizens Commission on Human Rights of Florida, All Around Amusements, Clearwater Threshers, A2Z Marketing, Sunshine Style, Resort Property Promotions, Spinal Correction Centers.
5. Representations and Warranties. Each party hereto represents, warrants and covenants to the others that (a) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof; and (b) the execution, delivery and performance of this Agreement does not and will not violate or cause a

breach or any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency, or any other individual or entity, is required in connection herewith.

City will not use or allow others in its employ or control, including but not limited to its agents, employees, subcontractors, volunteers, or Artists (which for the purposes of this Agreement shall all be included in the term "Producer"), to use any Incendiary Devices in the Venue or as part of the Event without the prior written approval of (i) CBS Radio (which may be granted or denied at CBS Radio's sole discretion); (ii) the Venue (which may be granted or denied at the Venue's sole discretion); (iii) the local fire department or fire agency having jurisdiction over the Venue and (iv) any other governmental agency having jurisdiction over such activities. For the purposes of this Agreement, the term "Incendiary Devices" shall include, but not be limited to, any type of pyrotechnics, fireworks, open flames, lasers, "sparklers", "balls of flame", "flash pots", "gerbs" or "gerb fans."

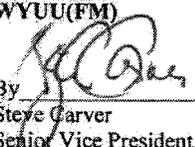
6. Insurance. The City of Clearwater is a self insured entity. As such, the City will provide proof of insurance, upon request. CBS Radio will purchase and maintain insurance of the following type and with the following minimum limits: Comprehensive General Liability Bodily Injury & Property Damage (including advertisers liability): \$2,000,000 each occurrence; Comprehensive Automobile Liability Bodily Injury & Property Damage: \$2,000,000 each occurrence; Workers' Compensation: Statutory Benefits required in the state of operation. Clearwater will furnish evidence of such insurance to WYUU 92.5 FM prior to the start of the Event. The evidence should be in the form of a Letter of Self-Insurance. Clearwater shall keep such insurance in effect during the Term of the Agreement. Notwithstanding anything contained herein to the contrary, this insurance provision shall not be construed as a waiver of any immunity to which City is entitled or the extent of any limitation of liability to pursuant to Section 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense City may have under § 768.28, Florida Statutes, or as consent to be sued by third parties.
7. Trademarks. Each party agrees that the other party has no right, license, title, and interest in or to use any names, designs, illustrations, logos and trademarks of the other party in connection with the promotion of the Event except as set forth in this Agreement. Each party hereby grants to the other party the right to use such party's names, designs, illustrations, logos and trademarks (including the HISPANIC HERITAGE CONCERT mark that belongs to City) set forth as follows in connection with the promotion of the Event; provided, however, that each party shall be bound by any restrictions imposed upon them by the granting party with respect thereto in advance and in writing. Neither party may assign or transfer its rights to use such marks to any third parties without the prior written consent of the granting party. WYUU 92.5 FM acknowledges that in the event that WYUU 92.5 is no longer the exclusive radio partner of the City for the Hispanic Heritage Concert or similarly named event produced by the City, WYUU 92.5 will not produce or participate in another event entitled "Hispanic Heritage Concert" or "Hispanic Heritage Festival," so as not to compete with the City of Clearwater's 2014 event.
8. Broadcast of Radio Spots. Station shall have the right to decline clearance of any radio spot provided or approved by City, without liability to Station, if such radio spot does not conform to Station's standards and practices as uniformly applied. Station's obligations to broadcast the radio spots may be preempted and relieved for any event of force majeure (as that term is understood in the broadcast industry) or for the broadcast of any program which Station deems, in its sole discretion, to be a program of special national, state or local significance and/or importance to the public interest. Any such preemption shall not constitute a breach of this Agreement. Except as otherwise provided herein, the broadcast of any spot advertising hereunder shall be governed by the terms and conditions of CBS Radio's standard terms and conditions for advertising (copies available upon request), which is incorporated herein.
9. Nondiscrimination Statement. CBS Radio and its stations do not discriminate in advertising contracts on the basis of race or ethnicity, and will not accept any advertising which is intended to discriminate on the basis of race or ethnicity. City represents and warrants that it is not purchasing time from CBS Radio or its stations that is intended to discriminate on the basis of race or ethnicity.
10. Force Majeure. Neither party shall be liable for any failure or delay due to act of God; inevitable accident: fire, riot or civil commotion; act of public enemy; enactment, rule, order or act of government or governmental instrumentality (whether federal, state, local or foreign); failure of technical facilities; or other cause of similar or different nature beyond the control of the parties.
11. Entire Agreement; Choice of Law; Severability. This Agreement constitutes the entire agreement between the parties and shall supersede any and all other agreements, whether oral or otherwise, between the parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of Florida. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile signature, each of which shall be deemed original, and all of which together will constitute one and the same instrument.
13. Indemnity To the extent permitted by Florida Statute 768.28, the City shall indemnify, defend, and hold harmless the other party, its affiliates and their respective officers, directors, employees, agents and representatives, and the successors and assigns (the "Indemnified Party"), from and against, and reimburse them for, claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, to the extent arising out of or resulting from (a) any breach by the indemnifying party of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) any failure of the indemnifying party to comply with any applicable laws, statutes, ordinances or regulations; (c) any act or omission or negligence of the indemnifying party, including its employees, agents, contractors or invitees; and/or (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against the Indemnified Party as a result of or in connection with services provided by the indemnifying party. Without limiting City's obligations as provided above in this paragraph, City's indemnities shall extend to claims against any Station Indemnified Party resulting from the negligence of the City in (i) any announcements, advertisements or other commercial copy produced, provided or approved by City for broadcast by Station or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright; and/or (ii) any defect, alleged or real, in the condition, maintenance of the Venue. All of the foregoing indemnities shall survive the expiration or termination of this Agreement. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity to which City is entitled or the extent of any limitation of liability to pursuant to § 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense City may have under § 768.28, Florida Statutes, or as consent to be sued by third parties.

The Station shall indemnify, defend, and hold harmless the City, its affiliates and their respective officers, directors, employees, agents and representatives, and the successors and assigns (the "Indemnified Party"), from and against, and reimburse them for, claims, damages, costs and expenses, including, without limitation, interest, penalties, court costs and reasonable attorneys' fees and expenses, to the extent arising out of or resulting from (a) any breach by the indemnifying party of any representation, warranty, covenant, obligation or other agreement contained in this Agreement; (b) any failure of the indemnifying party to comply with any applicable laws, statutes, ordinances or regulations; (c) any act or omission or negligence of the indemnifying party, including its employees, agents, contractors or invitees; and/or (d) any claim for personal injury or property damage or otherwise brought on behalf of any third party person, firm or corporation against the Indemnified Party as a result of or in connection with services provided by the indemnifying party. Without limiting Station's obligations as provided above in this paragraph, Station's indemnities shall extend to claims against any City Indemnified Party resulting from (i) any announcements, advertisements or other commercial copy produced or provided by Station for broadcast by Station or its affiliates, including proceedings or litigation alleging infringement, unlawful use or violations of copyright. All of the foregoing indemnities shall survive the expiration or termination of this Agreement.

**CBS Radio Stations Inc. owner and operator of radio station
WYUU(FM)**

By  Date 4.16.14
Steve Carver
Senior Vice President, Market Manager

City of Clearwater

By _____ Date _____
Kevin Dunbar
Director, Parks & Recreation

City Signature Page for Sponsorship Agreement
with WYUU (FM)
for Maxima's Hispanic Heritage Concert

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call
City Clerk

ADDENDUM TO SPONSORSHIP AGREEMENT BY AND BETWEEN
WYUU 92.5 FM AND CLEARWATER

I. It is understood that CBS Radio and the City will Co-Promote the Event at Coachman Park located at 301 Drew Street, Clearwater, Florida. It is understood that this will be a paid event to the public and that WYUU 92.5 FM is the presenting sponsor of the Event.

II. It is also understood that the City now has a sound policy for certain types of concerts which absolutely must be adhered to. The policy set by City officials mandate that the decibel level remain at or below 95 db at all times for the Event at Coachman and must be done by 11:00 p.m. on Sunday, October 12, 2014

III. It is also understood that the City officials have established safe capacity limits for Coachman Park. For the Event, the Clearwater Fire Marshall's office will set the maximum capacity after receiving the site plan. Typically for events of this scope, the capacity has averaged between 12,000-13,000. This capacity will apply to all tickets sold through the City's ticketing vendor and/or day of show, as well as credentials distributed and vendors/staff in the venue.

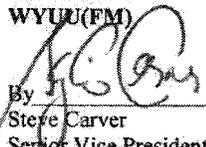
IV. It is understood that the City has established guidelines for Temporary Event Structures (TES) used at these facilities. CBS Radio and it's vendors will comply with the guidelines, as provided in advance and in writing by the City of Clearwater.

V. While both parties understand that certain types of behavior occurs at concerts and that the artists while once on stage will say whatever they want, it is also understood that WYUU 92.5 FM as a good partner with the City, will not allow its staff and DJ's to encourage the audience to commit illegal acts from the stage.

VI. The parties agree that WYUU shall not be responsible if (a) an artist scheduled to perform at the Event does not perform as scheduled, or (b) WYUU is unable to secure the performance of a particular artist for this Event. Such artist non-performance, as set forth in this paragraph, shall not relieve the City of its obligations hereunder.

In witness whereof, this Agreement and the standard terms and conditions attached hereto is executed as of the date set forth above.

**CBS Radio Stations Inc. owner and operator of radio station
WYUU(FM)**

By  Date 9.16.14
Steve Carver
Senior Vice President, Market Manager

City of Clearwater

By _____ Date _____
Kevin Dunbar
Director, Parks & Recreation

City Signature Page for Addendum to Sponsorship Agreement
with WYUU (FM)
for Maxima's Hispanic Heritage Concert

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call
City Clerk